

Board Office Use: Legislative File Info.	
File ID Number	19-1680
Introduction Date	9/11/19
Enactment Number	19-1372
Enactment Date	9/11/19 lf



Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Christie Herrera, Executive Director, Early Childhood Education

Board Meeting Date September 11, 2019

Subject Subcontract - The Spanish Speaking Unity Council of Alameda County, Inc. dba The Unity Council (contractor) - Oakland Unified School District

Action Requested and Recommendation Approval by the Board of Education of Resolution No. 1920-0154, authorizing a subcontract between the District and The Spanish Speaking Unity Council of Alameda County, Inc. dba the Unity Council, Oakland, CA, a Not-for-Profit Child Development Agency, to provide a portion of the District’s Fiscal Year 2019-2020 Child Development funds, utilizing the California Department of Education, Grant Contract No. CCTR-9010, Project Number 01-6125-00-9, for the Early Childhood Education Department, for the period of July 1, 2019 through June 30, 2020, in an amount not to exceed \$450,000.00.

Background The current state child development grant contract is based upon more classrooms than the District has open or fully enrolled which impacts the ability to earn the full state contract amount. Under-earning the state contract means that the District may be at risk of permanently losing future funding. Subcontracting helps the District maintain the current level of state funding for preschool programs. State regulations authorize the District to subcontract with other entities that are recipients of State early childhood education funds. The District has identified the Spanish Speaking Unity Council, as qualified subcontractor. In addition, State regulations authorize the District, as the administrator of the Subcontract, to recover from Spanish Speaking Unity Council Program, and an administrative contract management fee which will be approximately 7.5% of the subcontract amount.

Fiscal Impact The District will earn an administrative fee for the subcontract of approximately 7.5% of the subcontract amount.

Attachment

- Resolution No. 1920-0154
- Subcontract Agreement
- Certificate of Insurance

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**RESOLUTION
 OF THE
 BOARD OF EDUCATION
 OF THE
 OAKLAND UNIFIED SCHOOL DISTRICT
 NO. 1920-0154**

RESOLUTION AUTHORIZING SUBCONTRACT TO THE SPANISH SPEAKING UNITY COUNCIL, A PRIVATE NOT-FOR-PROFIT CHILD DEVELOPMENT AGENCY, A PORTION OF THE OAKLAND UNIFIED SCHOOL DISTRICT'S FISCAL YEAR 2019-20 CHILD DEVELOPMENT FUNDING.

WHEREAS, Oakland Unified School District ("the District") is under earning its State child development contract for the 2019-20 fiscal year; and

WHEREAS, the 2019-20 fiscal year is the twelfth fiscal year of under earning of the contract: and

WHEREAS, subcontracting a portion of the District's State contract funding is authorized and permissible under State regulations; and

WHEREAS, subcontracting will not prevent the District from continuing to enroll families or to open new classrooms in the District's Early Childhood Education program; and

WHEREAS, absent subcontracting, the unearned amounts due to closed centers would not be earned; and

WHEREAS, subcontracting will not result in a reduction in children served or staff employed by the District to serve children in the Early Childhood Education program; and

WHEREAS, The Spanish Speaking Unity Council have children outside of the attendance areas of the District, but within Alameda County which may be served under the District's contract; and

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WHEREAS, the District has identified The Spanish Speaking Unity Council, a nonprofit public benefit corporation, with locations throughout Alameda County as a qualified subcontractors; and

WHEREAS, The Spanish Speaking Unity Council has many years of experience in providing quality and comprehensive child care and education, have experience in administering subcontracts from Local Education Agencies, such as the District, and have no audit, performance of fiscal exceptions that would make them ineligible; and

WHEREAS, the District's Early Childhood Education program, as the subcontracting entity, may recover from The Spanish Speaking Unity Council seven and a half percent (7.5%) administrative contract management fee; and

WHEREAS, The Spanish Speaking Unity Council has the facility capacity to earn the funds the District will subcontract; and

NOW, THEREFORE, BE IT RESOLVED, that the Board of Education of the Oakland Unified School District authorizes the District, subject to the requirement that The Spanish Speaking Unity Council comply with all the terms and conditions in the original funding to the District, to subcontract the amount of \$450,000.00 of the District's State funding for Child Development Centers for the Period of July 1, 2019 to June 30, 2020, to The Spanish Speaking Unity Council; and

BE IT FURTHER RESOLVED that the Board of Education of the Oakland Unified School District authorizes the District, subject to the requirement that The Spanish Speaking Unity Council with all the terms and conditions in the original funding to the District, to subcontract an amount, not to exceed \$450,000.00 of the District's State funding for Child Development Centers for the period of July 1, 2019 through June 30, 2020, to The Spanish Speaking Unity Council with ⁺and an administrative fee in the amount of \$33,750.00 payable by The Spanish Speaking Unity Council to the District.

JRD

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PASSED BY THE FOLLOWING VOTE:

AYES: Jumoke Hinton Hodge, Gary Yee, James Harris, Vice President Jody London and President Aimee Eng

NOES: Roseann Torres and Shanthi Gonzales

ABSTAINED: None

RECUSE: None

ABSENT: None

PREFERENTIAL NAY: Student Directors Garibo and Smith-Dahl

CERTIFICATION

I hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted at a Regular Meeting of the Governing Board of the Oakland Unified School District, held on September 11, , 2019.

OAKLAND UNIFIED SCHOOL DISTRICT



Kyla Johnson-Trammell
Superintendent and Secretary, Board of Education

Subcontract
Between
The Oakland Unified School District
And
The Spanish Speaking Unity Council

This Subcontract ("Subcontract") is entered into by the Oakland Unified School District (the "District") and The Spanish Speaking Unity Council of 1900 Fruitvale Avenue with its main offices in Oakland, California. The Spanish Speaking Unity Council offers comprehensive child care and development programs in Oakland for preschoolers.

RECITALS

WHEREAS, THE Board of Education accepted funding from the California Department of Education for the District's Early Childhood Education programs for the 2019-20 fiscal year; and

WHEREAS, the District is anticipating under earning its State Child Development contract for the 2019-20 fiscal year;

WHEREAS, the 2019-20 fiscal year is the twelfth fiscal year of under earning of the contract;

WHEREAS, the District has under earned the State contract for several reasons, including, but not limited to: 1) the District has demolished several centers (Arroyo Viejo CDC, Centro Annex CDC, Yuck Yau Annex CDC) which have only recently been rebuilt. During reconstruction the sites were unusable.

WHEREAS, subcontracting a portion of the District's State contract is authorized and permissible under State regulations;

WHEREAS, subcontracting will not prevent the District from continuing to enroll families or to open new classrooms in the District's ECE program;

WHEREAS, the District has identified The Spanish Speaking Unity Council as a qualified subcontractor;

WHEREAS, The Spanish Speaking Unity Council has many years of experience in providing quality and comprehensive child care and early childhood education, has experience in administering subcontracts with Local Education Agencies, such as the District, and has no audit, performance or fiscal exceptions that would make it ineligible to subcontract with the District;

WHEREAS, under State regulations, the District's ECE program, as the subcontracting entity is responsible for managing and administering the subcontract with The Spanish Speaking Unity Council, may recover from The Spanish Speaking Unity Council a 7.5 percent (7.5%) administrative contract management fee; and

WHEREAS, The Spanish Speaking Unity Council has the facility capacity to earn the funds the District will subcontract;

RESOLVED, that the District and The Spanish Speaking Unity Council agree to enter into this Subcontract and agree to the following terms and conditions:

- 1. Term:** This Subcontract shall become effective on July 1, 2019 the date approved by the Board of Education of the District and shall expire on July 1, 2020.
- 2. Subcontract Amount:** The District hereby agrees to subcontract the amount of \$450,000 from the CCTR- 9010 Contract of the District's State funding for Early Childhood programs for the fiscal year ending June 30, 2020.

Contract #	Resource #	Minimum Child days of enrollment	Maximum rate per child day of enrollment payable	Maximum Reimbursable amount
CCTR -9010	6105	8586.53	51.22	\$ 450,000

- 3. Subcontract Management and Administration Fee:** The Spanish Speaking Unity Council agrees that the District will withhold a management and administration fee of 7.5% to cover the expenses incurred by the District in managing and administering the Subcontract. Said fee shall be deducted from the gross amount due to The Spanish Speaking Unity Council each month based on the invoice and this agreement.

- 4. Incorporation by Reference of Terms and Conditions:** The (a) Funding Terms and Conditions and program requirements for the California State Preschool Child Development programs and the Child Care and Development programs for the fiscal year 2019-20 including as they may be subsequently amended by the State and (b) the federal certifications and the standard provisions for State contracts that are attached to the FY 2019-20 terms and conditions, are incorporated by reference herein and apply without change or modification to this Subcontract.
- 5. Identification of Specific Requirements:** (a) The Spanish Speaking Unity Council to make available to OUSD the following documentation for each child claimed: 1) Current NOA for FY 2019-20; 2) Income calculation worksheet and income need and verification documentation; 3) Completed 9600 form.
- 6. Reporting Requirements:** (a) The Spanish Speaking Unity Council will submit 801A family file data online to the California Department of Education, Child Development Division no later than the 10th of every month for the service period of the previous month; (b) The Spanish Speaking Unity Council will submit 801B data to the California Department of Education, Child Development Division by the mandated deadline each month.
- 7. Payment Process Required Documentation:** (a) All monthly attendance accounting documentation must be submitted by contract type and match (exactly) the 801A file that is submitted by the agency to the Child Development Division; (b) All claims must be supported by (exactly) the 9400 report; (c) The Spanish Speaking Unity Council must submit the CDFS 9500 (for CCTR) report of attendance and expenditures to OUSD as required; (d) all monthly attendance and fiscal reports, plus invoice must be submitted to the Oakland Schools by the 1st, 2nd, 3rd and 4rd quarter of FY 2019-20.

- 8. Notice:** All final claims and invoices must be submitted by the SSUC to OUSD no later than July 09, 2020. All notices and invoices provided for under this Subcontract shall be in writing and either personally delivered during normal business hours or sent electronically to the other party at the address set forth below.

The District

Oakland Unified School District
Early Childhood Education
1025 4th Avenue
Oakland, CA 94606
Attn: Christie Herrera, Director

Spanish Speaking Unity Council

1900 Fruitvale Ave Suite 2A
Oakland, CA 94601
Attn: Chris Iglesias, Chief Executive Officer

9. Insurance

Workers Compensation I Insurance: The Spanish Speaking Unity Council shall procure and maintain at all times during the term of this Subcontract, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal Laws, when applicable. Employers' Liability shall not be less than One Million Dollars (\$1,000,000) per accident or disease.

General Liability Insurance: The Spanish Speaking Unity Council shall maintain general liability insurance, including automobile coverage with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to the District and shall name the District as an additional insured. Evidence of insurance must be attached. Inclusion of the District as an additional insured shall not affect the District's rights to any claim, demand, suit or judgment made, brought or recovered against The Spanish Speaking Unity Council. The policy shall protect The Spanish Speaking Unity Council and the District in the same manner as though each were separately issued.

- 10. Indemnification:** The Spanish Speaking Unity Council agrees to hold harmless,

Indemnify, and defend the District and its Board of Education, officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Subcontract. The Spanish Speaking Unity Council also agrees to hold harmless, indemnify, and defend the District and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to The Spanish Speaking Unity Council in connection with the performance of this Subcontract. This provision survives termination of this Subcontract.

- 11. Assignment:** The obligations of The Spanish Speaking Unity Council, under this Subcontract shall not be assigned by The Spanish Speaking Unity Council without the express prior written consent of the District.
- 12. Waiver:** No delay or omission by either party in exercising any right under this Subcontract shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Subcontract.
- 13. Termination:** the District may at any time terminate this Subcontract upon 90 day Written notice to The Spanish Speaking Unity Council In addition, the District may terminate this Subcontract for cause should The Spanish Speaking Unity Council fail to perform any part of this Subcontract. In the event that the State Department of Education determines the need to reduce funding levels for OUSD contracts, OUSD maintains the right to reduce the amount of the subcontract or terminate the subcontract agreement within 90 days provided a written notice.
- 14. Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to The Spanish Speaking Unity Council services under this Subcontract and The Spanish Speaking Unity Council certifies its compliance with these provisions as follows: ("The Spanish Speaking Unity Council certifies that The Spanish Speaking Unity Council has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all The Spanish Speaking Unity Council employees, subcontractors, agents, and subcontractors' employees or agents employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of The Spanish Speaking Unity Council, who may have

contact with the District pupils in the course of providing services pursuant to the Subcontract, and the California Department of Education determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122. 1. The Spanish Speaking Unity Council further certifies that it has received and reviewed fingerprint results for each of its Employees and has requested and reviewed subsequent arrest records for all providing services and this Subcontract.

The Spanish Speaking Unity Council: 


15. **No Rights in Third Parties:** This Subcontract does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

16. **Litigation:** This Subcontract shall be governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Subcontract. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.

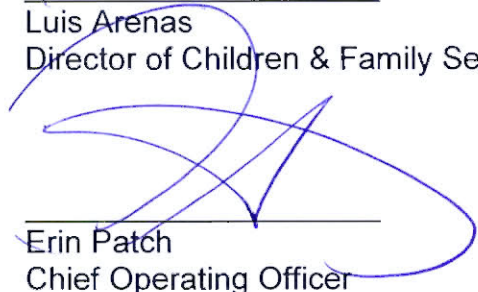
17. **Contract Contingent on Governing Board Approval:** The District shall not be bound by the terms of this Subcontract until it has been formally approved by the District's Governing Board, and no payment shall be owed or made to The Spanish Speaking Unity Council absent formal approval. This Subcontract shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.

18. Integration/Entire Subcontract of Parties: Except as expressly provided in this Subcontract, all other FY 2019-20 terms and conditions shall remain unchanged and in full force and effect as originally stated. The Subcontract constitutes the entire understanding and agreement between the Parties in connection with the subject matter of this Subcontract. All understandings, agreements, covenants, representations and warranties, express or implied, oral or written between the Parties are contained and merged herein. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by or between the Parties concerning the subject matter of the Subcontract. This is an integrated agreement. It may not be altered, modified or otherwise changed in any respect except in writing.

Spanish Speaking Unity Council



Luis Arenas
Director of Children & Family Services



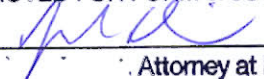
Erin Patch
Chief Operating Officer

The Oakland Unified School District

Dr. Kyla Johnson Trammell
Superintendent and Secretary, Board of Education

Aimee Eng
President, Board of Education

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the General Counsel
APPROVED FOR FORM & SUBSTANCE

By: 

Attorney at Law

OUSD or the District verifies that the Contractor does not appear on the Excluded Parties List at <https://www.sam.gov/>



UNITCOU-01

RNUNEZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/02/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0757776 Der Manouel Insurance & Financial Services, Inc. 548 W Cromwell Ave Ste 101 Fresno, CA 93711	CONTACT NAME: Raquel Nunez, CISR PHONE (A/C, No., Ext): (559) 721-4810 E-MAIL ADDRESS: raquel.nunez@hubinternational.com	FAX (A/C, No.): (559) 422-6158
	INSURER(S) AFFORDING COVERAGE	
INSURED Spanish Speaking Unity Council of Alameda County, Inc. dba The Unity Council & Peralta Service Corp 1900 Fruitvale Ave, Suite 2A Oakland, CA 94601	INSURER A : Great American Insurance Co.	16691
	INSURER B : Cypress Insurance Company	10855
	INSURER C : Travelers Casualty Ins Co of America	19046
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER: 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		PAC1437909	10/01/2018	10/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			CAP1437910	10/01/2018	10/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			EXC1437911	10/01/2018	10/01/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	SPWC927985	10/01/2018	10/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Sexual Misconduct			PAC1437909	10/01/2018	10/01/2019	Occ \$1M/ Agg \$2M
C	Crime			105953525	07/14/2018	07/14/2019	Ded 2500 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: OUSD ECE Subcontract
 Endorsement Attached: CG2026 04-13

CERTIFICATE HOLDER

CANCELLATION

Oakland Unified School District
 Risk Management
 900 High Street
 Oakland, CA 94601

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Raquel Nunez